

Montgomery Co.

AFSCME Council 61 (Roads)

7/1/2006 6/30/2009

LABOR AGREEMENT

BETWEEN

MONTGOMERY COUNTY, IOWA  
SECONDARY ROADS DEPARTMENT

AND

AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES; AFL-CIO  
IOWA COUNCIL 61

AFSCME LOCAL 3094-4

EFFECTIVE

JULY 1, 2006 THROUGH JUNE 30, 2009

# ARTICLES

Preamble	Page
ARTICLE 1 RECOGNITION .....	2
ARTICLE 2 UNION DEDUCTIONS .....	3
ARTICLE 3 UNION ACTIVITY .....	4
ARTICLE 4 NON-DISCRIMINATION.....	5-6
ARTICLE 5 PERSONNEL FILES.....	6-7
ARTICLE 6 GRIEVANCE PROCEDURE.....	7-9
ARTICLE 7 HOURS OF WORK.....	10-11
ARTICLE 7A OVERTIME AND COMPENSATORY TIME.....	12-13
ARTICLE 8 HOLIDAYS .....	13-14
ARTICLE 9 PERSONAL DAYS.....	14
ARTICLE 10 VACATIONS .....	15
ARTICLE 11 SICK LEAVE .....	16-17
ARTICLE 12 OTHER PAID LEAVE.....	17-18
ARTICLE 13 LEAVE OF ABSENCE.....	18-19
ARTICLE 14 WAGES.....	19
ARTICLE 15 WORKING OUT OF CLASSIFICATION.....	19
ARTICLE 16 INSURANCE .....	20
ARTICLE 17 SENIORITY....	20-22
ARTICLE 18 VACANCIES .....	22-23
ARTICLE 19 LAYOFF PROCEDURE.....	23
ARTICLE 20 SAFETY AND HEALTH.....	24-25
ARTICLE 21 EMPLOYEE DEVELOPMENT AND TRAINING.....	25-26
ARTICLE 22 LABOR MANAGEMENT COMMITTEE.....	25
ARTICLE 23 JOB AUDITS.....	26
ARTICLE 24 MILEAGE ALLOWANCE .....	26
ARTICLE 25 MANAGEMENT RIGHTS .....	27
ARTICLE 26 SAVINGS CLAUSE.....	27
ARTICLE 27 ZIPPER CLAUSE .....	28
ARTICLE 28 TERMINATION.....	28
APPENDIX A.....	29-31

## Preamble

Whereas: AFSCME (American Federation of State, County and Municipal Employees, Iowa Council 61, AFL-CIO, Local 3094-4), (hereinafter referred to as “Union”) has been duly certified as a unit appropriate for purposes of collective bargaining (hereinafter referred to as “Bargaining Unit”) pursuant to Section 20 of the Code of Iowa (“Iowa Public Employment Relations Act”) and Order of the Iowa Public Employment Relations Board (hereinafter referred to as “PERB”) dated June 9, 2002; and

Whereas: Union has been duly certified by said PERB as the representative of said bargaining unit for collective bargaining purposes pursuant to Order dated June 28, 2002; and

Whereas: the Secondary Roads Department, Montgomery County, Iowa (hereinafter referred to as “Employer”) is a department of the County of Montgomery, a political subdivision of the State of Iowa, and a public employer of the members of the aforesaid bargaining unit pursuant to Section 20.2 Code of Iowa; and

Whereas: the parties hereto by Collective Bargaining Agreement desire to promote harmonious relations between said Bargaining Unit and said Employer by agreement with respect to terms and conditions of employment of members of said Bargaining Unit (hereinafter referred to as “Employees”) by said public Employer, and by establishing an equitable procedure for the resolution of disputes with respect to such terms and conditions as may from time to time arise;

Therefore: it is agreed and understood by and between the aforesaid Bargaining Unit and the aforesaid Employer as follows:

ARTICLE 1  
RECOGNITION

Section 1

Employer herewith recognizes AFSCME (American Federation of State, County and Municipal Employees, Iowa Council 61) as the exclusive bargaining representative for full-time and part-time employees of its Secondary Roads Department in the job classifications enumerated herein, or as otherwise provided in this agreement.

Included: All regular fulltime and part time employees of the Montgomery County Secondary Road Department in the following positions:

Sign Man, Survey Chief, Rod Man, Inspector, Mechanic, Patrol Operator, Truck Driver, Equipment Operator, Laborer, Bridge Crew Foreman, Dirt Crew Foreman, Shop Supervisor,

Excluded: All professional employees, all office, clerical and secretarial employees; all Temporary, fill-In, substitute and seasonal Personnel; all Independent Contractors and Subcontractors; County Engineer; Office Manager; Chief Inspector/designer, all Confidential Employees, including the position of Secretary to the County Engineer; and all Guards and Security Personnel.

## Section 2. Exclusive Representative

Employer will not, during the duration of this Agreement, meet, confer or meet and negotiate with any individual employees or with any other employees' organization with respect to the terms and conditions of employment of the employees covered by this Agreement, except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employee's organization which seeks to bargain for employees covered by this Agreement.

## Section 3. Successorship

This agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The Employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement and that the transferee is obligated to continue to employ all bargaining unit employees in accordance with the terms of this Agreement.

# ARTICLE 2

## UNION DEDUCTIONS

### Section 1. Dues Deductions

Upon receipt of a voluntary written individual authorization from any Employee covered by this Agreement on forms provided by the Union, Employer will deduct from the pay due such Employee those dues required as the employee's membership dues in the Union.

Such authorization shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the Employer. Deductions shall be made only when the employee has sufficient earnings to cover same, after all regular deductions including, but not limited to, social security, federal taxes, state taxes, retirement, health insurance, and life insurance, have been taken. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

Such authorization shall terminate upon 30 days written notice by the employee to the Employer and the Union during a two (2) week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within thirty (30) calendar days from receipt of the Employee's notice to terminate dues deduction.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders or judgments or other forms of liability, which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this section.

The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions. On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with a list or computer disk, which, in a format agreeable to both parties, shows the bargaining unit employee's name, social security number, home address, payroll number, seniority and any other information mutually agreed to. The Employer shall notify the Union within a reasonable amount of time in writing of the following personnel transactions involving bargaining unit employees: new hires, promotions, layoffs, suspension and termination. The Union will promptly notify the Employer if there is any discrepancy between the list provided and the Union's records.

### ARTICLE 3

#### UNION ACTIVITY

##### Section . 1 Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to process grievances or attend grievance hearings, as a party or witness; to attend labor/management meetings; to attend meetings covering modifications of this Agreement or supplemental agreements arising during the term of this Agreement; to attend committee meetings and activities, if such committees have been established by this Agreement; or to attend meetings called or agreed to by the Employer, provided such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and provided such attendance does not substantially interfere with the Employer's operations.

##### Section 2. Access to Premises by Union Representatives

The Employer agrees that representatives and officers of the Union shall have reasonable access to the premises of the Employer. Access shall be by mutual agreement or upon the earliest practicable advance notice. Access shall not interfere with the operations of the Employer, and shall not be unreasonably denied. Such access shall be for purposes of administration of this Agreement. By mutual agreement with the Employer in bona fide emergency situations, Union staff representatives or local union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

### Section 3. Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, or State or area wide Union committee meetings, State or international conventions, provided such representative shall give notice as soon as reasonably possible to the Employer of such absence and provided such time off does not substantially interfere with the operating needs of the Employer. Such time off shall not be detrimental in any way to the employee's record.

### Section 4. Union Bulletin Boards

Employer shall provide a bulletin board at a mutually agreed location at its main office and annex, which may be used by the bargaining unit. The items posted shall not be political, partisan or defamatory or discriminatory in nature. All Union items posted shall be identified as such.

### Section 5. Union Orientation

By mutual arrangement with the Employer regarding time and place, the Union shall be allowed to orient, educate and update employees for up to (2) two hours at the inception of this Agreement for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement without loss of pay for the employees involved. New hires shall be provided such orientation during the first week of their orientation or training.

### Section 6. Distribution of Union Literature

During employees' non-working hours, employees shall be permitted to distribute union literature to other non-working employees in non-work areas.

## ARTICLE 4

### NON-DISCRIMINATION

#### Section 1. Prohibition Against Discrimination

Employer and the Union agree not to discriminate against any employee on the basis of race, gender, religion, color, marital or parental status, disability, veteran status, age, national origin, political affiliation, benefits, mental and/or physical handicap, sexual orientation, or other basis protected by law.



## Section 2. Union Activity

Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

## Section 3. Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

# ARTICLE 5

## PERSONNEL FILES

### Section 1. Access and Content

Employees shall be entitled to review and copy their personnel files, provided that same does not interfere with Employer's operation. Such files shall contain job-related or job-required information only.

### Section 2 Adverse Personnel Action

If any additions are made to an employee's personnel file which are or may be construed as adverse to the affected employee, as opposed to the routine personnel matters, a copy of same will be provided to affected employee.

### Section 3 Confidentiality of Records

Only job-related or job-required information regarding employees will be kept or retained by employer. All employment records will be kept in strict confidence, and information regarding an employee will be released only if authorized or required by law or court order, or if required by a valid authorization for the release of information executed by the employee. The fact of employment, date of service, job classification and date of service and the employee's rate of pay may be released as public information.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### Section 1. Grievances

A grievance is defined as a complaint alleging violation of the Collective Bargaining Agreement with respect to application or interpretation of this Collective Bargaining Agreement. In the event that a grievance shall be alleged, the parties hereto will follow the procedures enumerated herein in order to timely and expeditiously resolve such grievance.

#### Section 2. Grievance procedures

Grievances and appeals not filed within the time limits set forth herein at any step will be considered settled and resolved unless such time limits are extended by mutual Agreement between the parties in writing. Employer's failure to make a decision within the time limits in any step of the grievance procedure shall automatically be considered an appeal to the next step of the grievance procedure. Grievances, responses and appeals may be hand delivered. In the event the U. S. mail is used, the filing of the grievance or response thereto shall be considered timely if postmarked within the time limits. All meetings shall be at mutually agreeable times. Grievances shall be filed on forms furnished by the Union. Employer shall not be required to process any grievance not in proper form. Separate matters shall be considered separate grievances, even if related. A single matter involving multiple employees shall be one grievance. Employees shall have the right to Union representation at any step of the grievance procedure.

#### Section 3. Grievance Steps.

The steps of the grievance procedure shall be as follows:

Step 1: Within ten (10) days of the date upon which an employee becomes aware, or reasonably should become aware, of a matter constituting a grievance, the employee and/or the Union Steward shall discuss the matter constituting the grievance with the supervisor initially responsible for the resolution of the matter constituting the grievance, in an effort to resolve the problem in an informal manner. If such grievance is not resolved, a written response to the grievance will be made by the supervisor initially responsible for the resolution of the matter constituting the grievance and returned to the Grievant and the Union Representative within ten (10) calendar days from the date of the meeting. If a matter constituting the grievance shall be alleged to have been initiated by a supervisor, manager or department head or assistant other than the immediate supervisor, then Step 1 shall be directed to the County Engineer.

Step 2: If the grievance is not settled or resolved in Step 1, it may be appealed by the employee(s) and or Union representative, on a form provided by the Union, by presenting same to the County Engineer within ten (10) calendar days of receipt of the written answer in Step 1. The County Engineer or a designated representative shall then meet with the aggrieved employee(s) and the appropriate Union representative and attempt to resolve the grievance. If such grievance is not resolved, a written response to the grievance will be made by the County Engineer or designated representative and returned, with the Grievance form, to the Grievant and the Union Representative within ten (10) calendar days from the date of the Grievance Meeting.

Step 3: If the grievance is not settled in Step 2, it may be appealed to arbitration by either party serving upon the other party written notice of such appeal to arbitration, sent by certified mail postmarked within fourteen (14) calendar days of receipt of the written answer in Step 2. Such appeal can only be served by the Union Representative. If no such appeal to arbitration is served, the grievance shall be considered settled on the basis of the Step 2 answer, without prejudice or precedent in the resolution of further grievances.

Within fourteen (14) calendar days of the date of service of written notice of appeal to arbitration, the parties shall meet to select an arbitrator. Said arbitrator shall be chosen from a list of five (5) arbitrators previously requested from the Iowa Public Employment Relations Board. If the list submitted by the Public Employment Relations Board is unacceptable to either party, then either party may request, once per party, an additional list of five (5) of arbitrators from the Public Employment Relations Board. If PERB is unable to supply such list, or if the combined lists shall contain less than five (5) Iowa resident arbitrators, an additional list of arbitrators may be requested from the American Arbitration Association. If the representatives of the parties are unable to agree upon the selection of an arbitrator at such meeting, the parties shall determine an arbitrator by alternately striking names from the list(s) of arbitrators. The party to exercise the first strike shall be determined by a coin toss.

The arbitrator shall schedule hearings, hear testimony, receive evidence, and hear argument. The arbitrator shall be requested to render a decision within thirty (30) days after the conclusion of testimony. The issues for arbitration shall be those presented at Step 2, which shall constitute the sole and entire subject matter to be heard by the arbitrator. The decision of the arbitrator will be final and binding on both parties. The arbitrators decision may not change, amend, detract from or add to, modify, nullify or ignore in any way the terms, conditions or applications of the Collective Bargaining Agreement. The costs of arbitration shall be shared equally by the parties, including hearing room fees and expenses of the arbitrator. Each party shall pay its own cost of preparation and presentation for arbitration. The expense of stenographic transcription of the arbitration hearing and the costs of any transcripts will be borne by the party requesting same,

without such party having to furnish a copy of same of the other, unless the parties agree to share and equalize the cost. All other expenses will be paid by the party incurring same.

Section 4.

For informational purposes only, the Union shall provide the Engineer with a written list setting forth the names of Union Stewards. At no time will more than one (1) steward process the same grievance.

## ARTICLE 7

### HOURS OF WORK

#### Section 1. General Provisions

##### A. The Work Day and the Work Week.

The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, followed by two (2) consecutive days off. Normal starting time shall be 7:00 AM. The normal quitting time shall be 3:30PM. During Daylight Savings Time, the employer may institute a voluntary work week that consists of four (4) consecutive ten (10) hour days. The work week for pay and leave purposes shall commence 12:01 A.M. Sunday and end at midnight the following Saturday.

##### B. Evening and Night Work

Evening and night work will be assigned based on the operational necessity and mission of the Employer. Every effort will be made to avoid evening and night work except in the event of emergencies, when snow plowing and road sanding operations are being conducted, or when qualified employees sufficient to perform the duties required are unavailable.

##### C. Temporary Schedule Changes

Except in the event of an emergency the Employer will give a one (1) week notice of any temporary change in the employee's workweek. There will be no temporary schedule changes made for the purpose of avoiding overtime.

#### Section 2. Breaks

A. Rest Periods. There shall be two (2) rest periods of fifteen (15) minutes each during each regular shift, one during the first half of the shift and one during the second half of the shift. When an Employee has completed two (2) hours of overtime work, the Employee shall be entitled to an additional fifteen (15) minute rest period. All rest periods will be taken with due regard for the operations being conducted.

B. Meal Periods During the normal day, the Employer will grant a one-half (1/2) hour unpaid lunch period. The time period of this lunch break will normally be from 11:30 A.M. to 12:00 P.M.; however, this time period may vary due to the operations being conducted.

### Section 3 Call-Back Pay

Any employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours premium pay at the applicable rate. If the employee has been called back to work the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee extra non-essential work.

### Section 4. Stand-By Pay

If an employee is required by the Employer to be on-call, that is to remain available for possible call or recall to work by beeper, cellular telephone or telephone, the employee shall be entitled to compensatory time off at a rate of two hours (2) of compensatory time for each twelve (12) hours that the employee is on-call. An employee who cannot remain on call due to a bona fide family emergency or other unavoidable circumstance must notify a supervisor or the Department head. An on-call employee will not receive any compensatory time off if said employee was not available upon call by the Employer during the time an employee was to have been available.

### Section 5 Permanent Schedule Changes

When permanent changes in shift or days off assignments are made, employees shall be entitled to exercise seniority to retain their shift assignments, if qualified. A permanent change in an employee's assignment shall be made effective on the first day of the employee's new workweek.

ARTICLE 7A  
Overtime and Compensatory Time

Section 1.Overtime Compensation.

An Employee working in excess of eight hours (8) hours in a workday, or forty (40) hours in a work week, shall be paid overtime pay at the rate of one and one-half times the employee's straight time hourly rate, and shall be granted accrued compensatory time at the same rate.

Section2. Overtime Payment

The decision to receive overtime payment in cash or compensatory time rests with the employee only.

Section 3.Overtime When Mandatory

In recognition of the dependence of the general public upon the work preformed by the Secondary Roads Department, overtime work, if needed, shall be mandatory during emergencies, when snow plowing or road sanding operations are being conducted, or when qualified employees sufficient to perform the duties required have been offered voluntary overtime and have refused.

Section 4.Overtime Computation

The time off for holidays, vacation or personal days, sick days and compensatory days shall be counted as hours worked for the computation of overtime.

Section 5.Overtime Procedure

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed or within a patrol area or other work unit. Overtime shall be distributed on a rotating basis among such employees in accordance with seniority, such that the most senior employee having the least number of overtime hours will be given first opportunity for overtime.

For the purpose of equalizing the distribution of overtime only, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.

If all employees in an equalizing group are offered overtime and refuse, then prior to forcing an employee to work such assignment, the Employer may assign such overtime to an employee not in the equalizing group who volunteered and is qualified for such assignment

If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime within the qualifying group in reverse seniority order; the least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the overtime until all employees have been required to work, at which time the process shall repeat itself.

Employer, on a quarterly basis, shall post a list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee so worked.

#### Section 6. Maximums and Carry over of Compensatory Time

The maximum number of hours of compensatory time an employee may accrue is eighty (80) hours. Compensatory time shall be taken and used by mutual agreement of the employer and employee. An employee may carry over up to sixty (60) hours of compensatory time to the next calendar year. Any amount of compensatory time not carried over shall be paid to the employee in the next pay period following the end of the calendar year.

### ARTICLE 8

#### Holidays

##### Section 1. Amounts

All employees shall have time off with full salary payment on the following holidays:

New Year's Day	President's Day	Memorial Day
Independence Day	Labor Day	Veterans Day
Thanksgiving	Day after Thanksgiving	Christmas Eve
Christmas Day		

##### Section 2. Observance of Holidays

If a holiday falls on a Saturday, the preceding Friday will be the recognized holiday. If a holiday falls on a Sunday, the following Monday will be the recognized holiday. However, if Christmas Eve day and Christmas Day fall on Sunday and Monday, respectively, the following Tuesday will be the recognized Christmas Eve holiday.

##### Section 3. Holiday Work

An employee who works a holiday shall be paid premium pay of one and one half times (1 1/2) times the employee's straight time hourly rate for actual hours worked on the holiday, in addition to their regular (8) eight hours of holiday pay.

##### Section 4. Advance Notice



Employees scheduled to work a holiday shall be given as much advance notice as practicable.

#### Section 5. Holiday During Vacation

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, the employee will be charged with that holiday and retain the vacation day.

#### Section 6. Holiday Work

Where some but not all employees are scheduled to work a holiday, the work shall be offered on the same basis as overtime, as provided in Article 7A, Section 5.

### ARTICLE 9

#### Personal Days

##### Section 1. Accrual

Each employee shall be granted one (1) personal leave day per fiscal year. Personal leave shall be taken in a minimum of one-half day increments.

##### Section 2. Prior Approval

The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave credits provided, however, that prior approval for the requested leave must be obtained. Approval will not be arbitrarily withheld.

### ARTICLE 10

## Vacations

### Section 1. Accrual

Employees shall earn vacation time in accordance with the following schedule:

<u>Year of Service</u>	<u>Accrual Rate</u>	
	<u>Vacation/Year</u>	<u>Accrual Rate (biweekly)</u>
completion of up to 1 year	10 working days	(3.0769 hours)
completion of 4 years	15 working days	(4.6154 hours)
completion of 11 years	20 working days	(6.1538 hours)
completion of 19 years	25 working days	(7.6923 hours)

### Section 2.

Vacation time is to be accrued with hours credited each pay period, relative to the number of years of service to each employees file.

Vacation shall be taken in increments of not less than one (1) hour. Employees can accumulate no greater than one year's accumulated vacation amount plus an additional ten days (80 hours) of vacation at the end of any pay period. Any hours in excess of an employee's annual accumulation and additional eighty (80) hour carry over after July 1, 2007 shall be forfeited.

### Section 3. Part-time Employees

Part-time employees shall earn vacation in accordance with the schedule set forth in Section 1 of this Article on a pro-rated basis determined by a fraction, the numerator of which shall be the hours worked by the employee in the previous year, and the denominator of which shall be the normal full time working hours, two thousand eighty (2080) hours, in the year required by the position.

### Section 4. Choice of Vacation Period

All vacation requests shall be submitted to the Employer. Employees' vacation request will be granted on the basis of seniority if requested thirty (30) or more days in advance from the requested date (s). If requested less than thirty (30) days in advance, vacation requests shall be granted on a first come, first served basis.

## ARTICLE 11

### Sick Leave

#### Section 1. Accrual & Definitions

All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service, up to a maximum accumulation of one hundred (100) days. After the accumulation of one hundred (100) days of sick leave, further accumulation shall be compensated at the rate of 50% of regular pay, to be paid out prior to end of calendar year, or upon death or termination. In the event of death, payment is to be made to the estate of the employee. Sick leave may be used for illness, disability, or injury of the employee that is non work related, and for appointments with a doctor, dentist or other professional medical practitioner that cannot be scheduled outside of the employee's normal scheduled hours. Sick leave may further be taken in the event of a bona fide illness, disability, or injury of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children, grandparent, parent-in-law, brother-in-law, sister-in-law or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.

#### Section 2. Use

Sick days may be used in increments of no less than one (1) hour at a time. Employer, by written request, may require certification by the appropriate medical care provider for any period of sick leave in excess of two (2) days, or if reasonable grounds exist to suspect abuse. The Employer will not discipline an employee for legitimate use of sick time. Abuse of sick time may be subject to disciplinary action.

#### Section 3 Sick Leave

Payment for sick leave will be computed by multiplying the number of hours absent by the employee's normal hourly rate of pay. Sick leave will not be deducted from accumulated sick leave on holidays which fall during a period of sick leave

#### Section 4. Notification

To be eligible for sick leave, an employee must notify the employer as soon as possible. Sick leave will not be granted if such notification is made after the employee's normal starting time if it was possible to notify employer before the normal start time.

#### Section 5. Sick Leave Transfer

Transfer of sick leave shall be pursuant to the procedures of the County Personnel Policy dated June 28, 2001. Transfer of sick leave shall only be made within the Department of the Secondary Roads.

#### Section 6. Exhaustion of Sick Leave

If all sick leave is exhausted and an employee is unable to return to work, the employee may use all or a portion of accrued vacation or compensatory time and other accrued paid leave without

meeting the usual requirements for the use of same, upon submitting an appropriate certification by the medical care provider of employees inability to return to work prior to application of the Federal Medical Leave Act (FMLA). Otherwise the FMLA Act shall be fully applicable to this Agreement.

## ARTICLE 12

### Other Paid Leave

#### Section 1. Bereavement

In the event of a death in the immediate family or household of an employee, as defined in Art.11, Section1, an employee shall be granted 3 days leave of absence with full pay to make household adjustments and to arrange for or to attend funeral services. An employee shall be granted up to 1 day leave of absence without pay to attend the funeral of any other person. However, time off to attend the funeral of a member of the Secondary Roads Department or their spouse, or any other County employee shall be with pay. Pay will be only given for the amount of time off actually taken. Employer may require appropriate documentation if grounds exist to suspect abuse. Any additional time off shall be taken as vacation or compensatory time.

#### Section 2. Jury and Grand Jury Duty

Employees shall be excused from work with full pay for regularly scheduled hours, in the event of being called or selected for jury or grand jury duty. Employees working evening and night shift shall be excused from work if they serve a full day of jury duty. Employees who are called for jury or grand jury during emergencies, or when snow plowing or road sanding operations are being conducted or when another employee is on jury or grand jury duty, shall make every effort to be excused from such duty. Compensation received by the employee for jury or grand jury service shall be turned over to the Montgomery County Secondary Roads Fund with the exception of meal or travel expenses received by the Employee.

#### Section 3. Voting Time

During emergencies, or when snow plowing or road sanding operations are being conducted, an employee who is eligible to vote in primary and general elections shall be excused from work for a period not to exceed one (1) hour, at a time when the polls are open.

#### Section 4. Civic Duty

An employee who is subpoenaed or otherwise formally requested to appear before a court or other public body on any matter related to their work shall be excused from work with pay in the same manner as for jury or grand jury duty.

## Section 5 Workers Compensation

An employee who has been injured in the scope and course of employment with the employer and is eligible for workers compensation benefits, may elect to supplement such benefits with sick leave, vacation leave or compensatory time leave in accordance with Iowa Code 85.38(3). Sick leave, vacation leave or compensatory time leave may be used only to the extent it is available. The employer shall only make deductions from sick leave for the difference between the regular gross pay and the workers compensation pay.

## Section 6. Volunteer Service

An employee who is a volunteer fire fighter or emergency services provider, e.g. first responder, emergency services technician (EMT) or paramedic, shall be excused from work with pay during the period of an emergency response in such capacity, or for purpose of training for such capacity for one (1) day or less. All employees shall be excused from work with pay for one half (1/2) day to obtain CPR certification if the absence does not otherwise interfere with employers operations.

# ARTICLE 13

## LEAVES OF ABSENCE

### Section 1. General Leave

The Employer may grant leaves of absence without pay to employees for periods not to exceed six (6) months. Such leaves may be extended for good cause by the Employer for additional six (6) month periods.

### Section 2. Public Service

Chapter 55, Code of Iowa shall be fully applicable to this agreement.

### Section 3. Military Leave

Code Section 29A.28, Code of Iowa shall be fully applicable to this Agreement. Employees called to service within agencies of the Department of Homeland Security will be treated in the same manner. After their 30-day pay period provided by said Section, an Employee called to Federal Service may, but need not, use accrued compensatory time and vacation time to receive additional pay during their temporary Federal duty

### Section 4 Employee Rights After Leave

When an employee returns from any leave of absence of less than six (6) months the employer shall return the employee to the same or similar position in the same classification in which the employee was incumbent prior to the commencement of such leave.

## ARTICLE 14

### WAGES

#### Section 1. Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this agreement marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

#### Section 2. Pay Period

The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday.

## ARTICLE 15

### WORKING OUT OF CLASSIFICATION

#### Section 1. Working out of classification pay

If an employee is required to work out of classification in any lower classification, he shall receive his normal rate of pay during such period. If an employee is required to work out of classification in any higher classification than that in which the employee is classified, the employee shall be paid the pay rate of the higher classification after two full (2) days of working out of classification. An employee may refuse to work in a higher job classification. Work in a higher job classification will be offered to employees who express interest, and will be awarded with due regard for the employees qualifications for and experience in the higher job classification.

## ARTICLE 16

### INSURANCE

#### Section 1. Health

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the coverage, conditions, benefits, rights, and obligations of the Wellmark Blue Cross-Blue Shield Plan and Delta Dental Plan, or another plan equal to the current plan. The Employer agrees to pay 100% of the premium costs of the plan for Employee health coverage and family dental coverage through June 30, 2009. The Employer further agrees to pay for family coverage such that the current employee contribution for family coverage of \$129.00 shall

remain at such amount for the duration of this Agreement, except in the event of a health premium increase that is greater than twenty percent (20%) for the family health coverage during any contract year. Prior to any change in the policy and/or coverage the Employer shall notify the Union, to reopen this article for negotiations.

## ARTICLE 17

### SENIORITY

#### Section 1. Definition

For the purposes of this Agreement, the following definition applies:

A. Seniority means an employees length of continuous service with the Employer in a permanent position since an employees date of hire. Any length of service in a temporary position shall be included in the computation of seniority, if the employment was in the same classification (or involved substantially the same duties of the classification), and was contiguous to the appointment to a permanent position.

B. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until the employee has completed their probationary period. Upon the completion of the probationary period, an employee shall acquire seniority from their date of hire. An employee who has a continuous period of temporary employment counted towards completion of their probationary period will acquire seniority from the date employee began their continuous period of temporary employment.

#### Section 2. Loss of Seniority

An employee shall lose his/her seniority and no longer be an employee if:

1. An Employee resigns or quits
2. An Employee is discharged for just cause (unless reversed through the grievance procedure at any level)
3. An Employee retires;
4. An Employee does not return to work from layoff within (30) calendar days after the date the employee is notified to return, except when the failure to return to work is due to

circumstances beyond the control of the employee and the Employer has been so notified at the earliest practicable time.

5. An Employee has been on layoff for a period of time greater than the employee's seniority at the time of such employees layoff.

6 An Employee is absent from work for (3) consecutive days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the Employer shall send written notification by certified mail to the employee at the employees last known address that the employee has lost their seniority, and that their employment has been terminated. In addition, the Union shall be notified in writing of that fact.

7. Failure to return from leave of any kind, whether paid or unpaid, from vacation, compensatory time off, sick leave or any other non-active duty status within three (3) days after the expiration date unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within three (3) working days after the expiration of the leave, or as soon as physically possible. After such failure to return, the Employer shall send written notification to the employee at the employee's last known address that the employee has lost their seniority, and that employment has been terminated. In addition, the Union shall be notified in writing of that fact.

### Section 3. Reinstatement

If an employee resigns or quits, and subsequently is rehired by the Employer within twelve (12) months of the date of termination of their previous employment, their original seniority date will be restored upon completion of three (3) consecutive years of employment, excluding time on leave of absence.

### Section 4. Probationary Employees

An employee is a "probationary employee" for their first (6) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures of this Agreement.

### Section 5. Resignation

An employee shall present a written resignation at least two (2) weeks prior to resignation, if possible. The employee will be paid any accrued vacation and compensatory time in a lump sum following separation.



## Section 6. Retirement

An employee shall give at least two (2) weeks notice of retirement, if possible. Upon bona fide retirement the employee will receive accrued vacation and compensatory time together with pay for one (1) day of accumulated sick leave for each year of prior employment with Montgomery County, to a maximum of thirty (30) days. The foregoing shall be payable as either a lump sum or by continuing the retiree on regular checks in the same amount as the retiree's paycheck prior to retirement, as the retiree shall determine. If the retiree elects extended paychecks, however, any remaining balance at the end of the fiscal year shall be paid as a lump sum.

## Section 7. Return of Property

Upon separation from Employer for any reason, Employee shall promptly return all property owned by the County or shall be deemed to have converted said property.

# ARTICLE 18

## VACANCIES

### Section 1. Posting

Whenever a permanent job vacancy occurs in any job classification or as a result of the development or establishment of new job classifications, a notice of vacancy notice shall be posted on all Union bulletin boards for (ten) 10 working days.

During this period, employees who wish to apply for the vacant job, including employees on layoff, may do so.

### Section 2. Selection

The employer shall fill the vacancy by selecting from among employee applicants with regard to ability, interest, qualification, disciplinary record, and seniority. If all other factors are equal, seniority will govern.

An outside applicant will not be hired unless no current employee who is qualified for the position has submitted an application.

### Section 3. Procedures

No employee shall apply for a vacancy at a higher wage rate unless the Employee has held their current position for at least six (6) months. An Employee transferring to a vacant position at a higher wage rate shall serve a probationary period of thirty (30) days during which they may transfer back to the Employee's former position. If the Employee demonstrates an inability to perform the job within the thirty (30) day period, the employee may be reinstated by the Employer to the Employee's former position and wage, with no loss of seniority.

## ARTICLE 19

### Layoff Procedure

#### Section 1. Layoff Procedure

In the event the Employer determines that employees must be laid off or a reduction in force is necessary, layoffs within the affected job classification(s) shall occur by reverse seniority (i.e., the least senior employee laid off first), with seniority defined as in Article 17 Section 1. Temporary and Probationary employees, shall be laid off first and have recall rights subordinate to permanent employees. An employee to be laid off will be notified in writing at least ten (10) working days prior to the effective date of the layoff. An Employee laid off may bump a junior employee in any job classification in which they are qualified, provided that the employee will be paid at the rate of the classification into which they bump.

#### Section 2. Recall from Layoff

Employees will be recalled from layoff and returned to work in the reverse order in which they were laid off, if qualified to perform the work available. Employees to be recalled from layoff shall be notified as far in advance as possible by certified mail to the last address provided by the employee. It is the employee's responsibility while on layoff to keep Employer informed of a current mailing address and telephone number. Failure to do so may result in the Employee's being deemed to have resigned, as otherwise provided in this Agreement.

## ARTICLE 20

### SAFETY AND HEALTH

#### Section 1. Safety and Health Committee

Recognizing the need to provide a safe and healthful workplace, the parties agree to establish a joint Safety / Health Committee which shall ordinarily meet monthly and for the purposes of identifying, avoiding or correcting unsafe or unhealthy working conditions or practices. The Committee shall:

- A. Make personal inspections, participate in government inspections, and investigate complaints concerning allegations of unsafe or unhealthy conditions or practices.
- B. Promote educational training, safety and certification programs which will motivate adoption of safe working habits.
- C. Review injury, accident, and inspection reports for unsafe and unhealthy patterns of a certain nature or work location.

Where, following such meetings, agreement is reached as to the existence of an unsafe or unhealthy working condition, the Employer shall attempt to correct it within a reasonable time, utilizing existing budget funds. If no budget funds are then available, the Employer shall make every effort to make provisions for such corrections in its next budget.

#### Section 4. Tools & Equipment

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

#### Section 5. Protective Clothing

Protective wearing apparel required by the nature of a job shall be provided and maintained by the employer. Employees shall be permitted to wear shorts, but they will have other appropriate clothing available to perform other duties as assigned.

#### Section 6. Safety Work Related Clothing Allowance

In recognition of the unique duties incurred by members of the Secondary Roads Department, the Employer shall allow each employee an annual safety work related clothing allowance of one hundred dollars (\$100.00) dollars. Employees may carry over this allowance from year to year but shall only have a maximum of \$200.00 in their clothing account at any one time. Reimbursements will only be made on a quarterly basis after providing the Engineer with an acceptable receipt for this safety work related clothing.

#### Section 7. The Right To Refuse Work

No employee shall be required to perform work which they reasonably believe to be a hazard to their health or safety or that of any other employee, or for which they are inadequately trained. In cases where the employer disputes the existence of a hazard, the employee shall have the right to continue to refuse the work in question until the dispute has been settled through the grievance procedure.

## ARTICLE 21

### Employee Development and Training

#### Section 1. Orientation

The Employer and the Union recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle, the Employer shall provide employees with reasonable orientation and training materials and procedural manuals with respect to current procedures, forms, methods, techniques, materials, and equipment normally used in such employees' work assignments and job classifications and any changes therein, including, where available and relevant to such work, crosstraining in other equipment and classifications.

#### Section 2. Time Off

If , because of changes in certification, accreditation or licensure employees are required by the Employer to take training so as to retain their present position or classification , such employees shall be granted reasonable time for such training without loss of pay.

## ARTICLE 22

### Labor-Management Committee

#### Section 1. Committee

The parties agree to establish a Labor Management Committee comprised of two (2) representatives of the employer and two (2) representatives of the bargaining unit.

Labor-Management committee meetings shall include, but not be limited to, the areas of discussion set forth below. Such meetings shall be held once every month unless mutually agreed otherwise. Items to be included in the agenda for the aforementioned Labor Management meetings are to be submitted at least five (5) days in advance of the scheduled dates of the meeting if at all possible and practicable.

#### Section 2. Purpose

The purpose of committee shall be:

- (1) To discuss the administration of this Agreement.
- (2) To exchange general information of interest to the parties.
- (3) To provide an opportunity to express views or to make suggestions on subjects interest to employees.
- (4) To notify the Union of changes in conditions of employment contemplated by the Employer, which may affect employees in the bargaining unit.
- (5) To amicably resolve disputes or problems before recourse to the grievance process.

## ARTICLE 23

### JOB AUDITS

#### Section 1. Job Descriptions

Each employee will be provided with a copy of their job description for their current work classification.

#### Section 2. Appeals

Any employee who feels that the work the employee is performing is improperly classified may have their classification reviewed. At the employee's request, or if determined necessary by the Employer, review of a classification may include an on-site audit and interview.

Requests for reclassification will be decided within five (5) days, if possible. Any increase in pay resulting from a review will be retroactive to the date of the request.

## ARTICLE 24

### MILEAGE ALLOWANCE

If an employee is required to use their personal vehicle for work, they will receive a mileage allowance as determined by the County Board of Supervisors, but no less than \$ .32 cent a mile.

ARTICLE 25  
Management Rights

Consistent with this Agreement, management shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

1. Direct the work of its employees
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
3. Suspend, discharge or discipline employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignment and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted by the employer by law.

Article 26

Savings Clause

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or made unenforceable by legislative action, such decision of the court or legislative action shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, and the remainder of the agreement shall remain in full force and effect. In such event, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

Article 27

Zipper Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

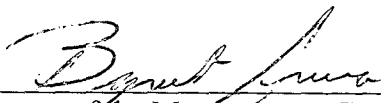
Article 28


Termination

This Agreement shall be effective July 1, 2006 and shall continue in full force and effect until midnight June 30, 2009.

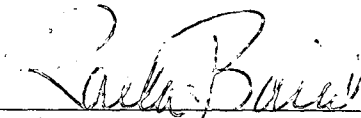
In Witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Montgomery County, Iowa  
Board of Supervisor

By   
Chairman of the Montgomery County  
Board of Supervisors

By   
County Bargaining Representative

AFSCME/ IOWA Council 61  
Local# 3094  
Montgomery County Secondary Roads

By   
Union Representative

By   
Negotiation Committee

By   
Negotiation Committee

APPENDIX A  
(July 1 , 2006-June 30 , 2007)

APPENDIX A			
<b>Classifications</b>	<b>STEP 1 HIRE</b>	<b>STEP 2 6 Months</b>	<b>STEP 3 18 Months</b>
	85%	92.5%	100%
SURVEY CHIEF	15.05	16.38	17.71
SIGN MAN	14.52	15.81	17.09
ENGINEERING TECHNICIAN III	14.52	15.81	17.09
SHOP SUPERVISOR	14.70	16.00	17.29
BRIDGE CREW FOREMAN	14.70	16.00	17.29
DIRT CREW FOREMAN	14.70	16.00	17.29
TRUCK DRIVER/ LABOR	12.97	14.12	15.26
EQUIPMENT OPERATOR I	13.25	14.41	15.57
EQUIPMENT OPERATORII	13.76	14.97	16.18
PATROL OPERATOR	14.02	15.25	16.49

LONGIVITY

All employees will receive \$0.03 per hour/ per year



APPENDIX A  
(July 1, 2007-June 30, 2008)

APPENDIX A			
Classifications	STEP 1 HIRE  85%	STEP 2 6 Months  92.5%	STEP 3 18 Months  100%
SURVEY CHIEF	15.51	16.87	18.24
SIGN MAN	14.96	16.28	17.60
ENGINEERING TECHNICIAN III	14.96	16.28	17.60
SHOP SUPERVISOR	15.14	16.47	17.81
CREW FOREMAN	15.14	16.47	17.81
DIRT CREW FOREMAN	15.14	16.47	17.81
TRUCK DRIVER/ LABOR	13.36	14.54	15.72
EQUIPMENT OPERATOR I	13.65	14.84	16.04
EQUIPMENT OPERATOR II	14.17	15.42	16.67
PATROL OPERATOR	14.44	15.71	16.99

LONGIVITY

All employees will receive \$0.03 per hour/ per year

APPENDIX A  
(July 1, 2008-June 30, 2009)

APPENDIX A			
Classifications	STEP 1 HIRE	STEP 2 6 Months	STEP 3 18 Months
	85%	92.5%	100%
SURVEY CHIEF	15.97	17.38	18.78
SIGN MAN	15.41	16.77	18.13
ENGINEERING TECHNICIAN III	15.41	16.77	18.13
SHOP SUPERVISOR	15.59	16.97	18.35
BRIDGE CREW FOREMAN	15.59	16.97	18.35
DIRT CREW FOREMAN	15.59	16.97	18.35
TRUCK DRIVER/ LABOR	13.76	14.98	16.19
EQUIPMENT OPERATOR I	14.06	15.29	16.52
EQUIPMENT OPERATOR II	14.60	15.88	17.17
PATROL OPERATOR	14.87	16.18	17.49

LONGIVITY

All employees will receive \$0.03 per hour/ per year